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**FILED**  
**FEB 10 2011**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

**SKYWARD CONSTRUCTION, INC.**, a  
Washington corporation,


Plaintiff,

v.

**CHRISTOPHER ROGERS**, an Individual;  
and **ROGERS CONSULTING AND  
CONSTRUCTION, INC.**, an Oregon  
corporation,

Defendants.

Case No. 09-CV-211-PK

  
**(PROPOSED) SUPPLEMENTAL  
JUDGMENT AGAINST DEFENDANTS  
CHRISTOPHER ROGERS AND ROGERS  
CONSULTING AND CONSTRUCTION,  
INC.**

Having come before the Court on Plaintiff Skyward Construction, Inc.'s ("Skyward") Application for Supplemental Judgment Against Defendants Christopher Rogers and Rogers Consulting and Construction, Inc. (collectively, "Defendants"), and the Court being fully advised herein based upon the allegations in the Complaint, the prior Judgment entered on May 11, 2009 (the "Judgment"), and the facts supported by the Declaration of Daniel P. Larsen, the Court finds that the Judgment against Defendants shall be supplemented and amended; and

 **(PROPOSED) SUPPLEMENTAL JUDGMENT AGAINST DEFENDANTS**

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**SUPPLEMENTAL JUDGMENT IS HEREBY ORDERED** in favor of Skyward  
against Defendants as follows:

1. Christopher Rogers is jointly and severally liable to Skyward for additional compensatory damages in the amount of \$86,232.38, which shall accrue post-judgment interest from the date of this Supplemental Judgment at the rate of .28% per annum until paid in full;

2. Rogers Consulting and Construction, Inc. is jointly and severally liable to Skyward for additional compensatory damages in the amount of \$86,232.38, which shall accrue post-judgment interest from the date of this Supplemental Judgment at the rate of .28% per annum until paid in full;

3. The post-judgment interest rate in the Judgment shall be amended, *nunc pro tunc*, to .5% per annum.

DATED this 9<sup>th</sup> day of February, 2011.

By:   
Anna J. Brown  
U.S. District Court Judge

**SUBMITTED BY:**

ATER WYNNE LLP

By: /s/ Daniel P. Larsen  
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